

## **EXHIBIT C**

## ADDENDUM TO LOAN AND SECURITY AGREEMENT

This Addendum to Loan and Security Agreement (this “Addendum”) is dated as of January 4, 2022 between TOPPOS LLC, a Delaware limited liability company (“Borrower 1”), Time Out Communities LLC, a Delaware limited liability company, (together with Borrower 1, individually and collectively, “Borrower”) and Northpoint Commercial Finance LLC (“Lender”).

Borrower and Lender are parties to a Loan and Security Agreement dated as of May 18, 2020 (as amended, restated, supplemented, or otherwise modified from time to time, the “Loan Agreement”).

Borrower has requested Lender’s consent to rent the inventory financed by Lender to Borrower’s customers or to otherwise use such inventory in the ordinary course of Borrower’s business.

In consideration of the mutual covenants and undertakings contained in this Addendum and in the Loan Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Borrower and Lender agree as follows:

1. Notwithstanding anything to the contrary in the Loan Agreement, Borrower may lease an item of Inventory to third parties.
2. Borrower represents and warrants to Lender that any and all agreements pertaining to the lease of Inventory (together with all related documents, individually and collectively, “Lease Agreements”) (a) will be genuine and will not contain any untrue or incorrect information, (b) will be assignable to Lender, (c) will allow for Lender to inspect the exterior of any Inventory being rented wherever it is located, and (d) will comply with all applicable laws.
3. If any Inventory subject to a Lease Agreement is titled, Borrower will immediately have Lender listed as a lienholder on such title and immediately upon Borrower’s receipt thereof deliver and give Lender possession of such title.
4. Borrower will indemnify Lender, upon demand, for any and all damages, losses, deficiencies, costs, or expenses of whatever kind (including, without limitation, all reasonable legal fees and expenses) that Lender incurs directly or indirectly in connection with Lease Agreements and the Inventory related thereto.
5. Borrower will perform all of its obligations under the Lease Agreements, and the Borrower’s rights and benefits under the Lease Agreements shall remain free and clear of any defense, right of offset, and/or counterclaim. After and during the continuance of a Default beyond any provided period to cure said Default, Borrower will upon request of Lender immediately assign all rights and benefits (but not obligations) of the Borrower under and in connection with the Lease Agreements including without limitation the right to directly collect and receive payments due thereunder arising from the Inventory. After any such assignment, Borrower will continue to be solely responsible for and liable for all of its obligations under the Lease Agreements. Prior to and after the continuance of a Default beyond any provided period to cure said Default, Borrower will use the prudent, good faith business judgment of a third party in an arm’s length transaction concerning its enforcement of its rights and benefits under in connection with the Lease Agreements.
6. Borrower will immediately provide any information requested by Lender regarding Lease Agreements and the Inventory related thereto including without limitation a copy of the Lease Agreement, the terms of the Lease Agreement, contact information for the party leasing such Inventory, and the location of such Inventory. Lender may take any actions necessary or advisable to verify the accuracy of the Lease Agreements and of any information provided by Borrower in connection therewith. Borrower will take all actions and execute all agreements and documents that are reasonably requested by Lender in order to carry out the intent of this Addendum.
7. Except as expressly amended by this Addendum, the Loan Agreement shall remain unchanged and in full force and effect, and the Loan Agreement is hereby ratified and reaffirmed in all respects. This Addendum is not intended to be, nor shall it be construed to create, a novation or accord and satisfaction.
8. Each reference in the Loan Agreement to “this Agreement”, “hereunder”, “herein”, or words of like import referring to the Loan Agreement shall mean and refer to the Loan Agreement as amended hereby. All terms governing the Loan Agreement shall govern this Addendum. Unless otherwise defined in this Addendum, all capitalized terms used in this Addendum have the same meaning given to those terms in the Loan Agreement.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

The parties hereto have executed this Addendum as of the date first set forth above.

**TOPPOS LLC**

DocuSigned by:

By: \_\_\_\_\_

1C6F9AD80042457

Print Name: \_\_\_\_\_

Neil Carmichael Bender, II

Title: \_\_\_\_\_

Manager

**Time Out Communities LLC**

By: Time Out Properties, LLC, Sole Member

By: \_\_\_\_\_

1C6F9AD80042457

Print Name: \_\_\_\_\_

Neil Carmichael Bender, II

Title: \_\_\_\_\_

**NORTHPOINT COMMERCIAL FINANCE LLC**

DocuSigned by:

By: \_\_\_\_\_

Parker Benefield

Print Name: \_\_\_\_\_

Parker Benefield

Title: \_\_\_\_\_

Sr. Underwriter